

EXHIBIT B

U. S. Adjustment Corp.
Adjusters for the Companies

E-MAILED
4/28/20

Please reply to:
30 Broad Street, Suite #803
New York, N.Y. 10004
(212) 267-5100

April 28, 2020

Sent via Certified Mail RRR 70150640000746943305

Sent via e-mail nick@bradleyhg.com

**Bradley Hotel Corp.
d/b/a Quality Inn & Suites Bradley
800 North Kinzie Avenue
Bradley, IL 60915
Attn: Mr. Nick Mazarakos**

RE: Our File #	66157 DB
Insured	Bradley Hotel Corp DBA Quality Inn & Suites Bradley 800 North Kinzie Avenue Bradley, IL 60915
Policy #	WKA US02699-00
Loss/location	(Location # 1) 800 North Kinzie Avenue Bradley, IL 60915
Date/Loss	Monday, March 16, 2020
Type/Loss	COVID-19

Dear Mr. Mazarakos;

U.S. Adjustment Corporation is an authorized claim representative for Aspen Specialty Insurance Company. Aspen Specialty Insurance Company issued a Commercial Policy to Bradley Hotel Corp. d/b/a Quality Inn & Suites Bradley. The Policy issued by Aspen Specialty Insurance Company is effective 05/01/2019 through 06/06/2020.

Coverage is written on an All Risk basis subject to exclusions and limitations for the following location:

Location # 1 – 800 North Kinzie Avenue, Bradley, IL 60915: Building \$19,916,760.00; Business Income Including Rental Value \$2,000,000.00; Personal Property \$2,000,000.00

Each and every claim is subject to a \$10,000.00 deductible.



Four Neshaminy Interplex
Suite 207
Trevose, Pennsylvania 19053
(215) 244-9500



**Bradley Hotel Corp DBA Quality Inn &
Suites Bradley**

We are in receipt of your claim for on-going business interruption, caused as a result of the mandatory closure mandated by the State of New York and the City of New York to encourage social distancing due to Covid-19 Corona Virus.

Please note that no representative of U.S. Adjustment Corporation has any authority either to bind Aspen Specialty Insurance Company with respect to coverage, or to interpret, waive or alter any of the terms, conditions, or limitations of the policy. All coverage determinations are reserved exclusively to Aspen Specialty Insurance Company.

Based on information received via telephone (815) 939-3501 from Mr. Mazarakos, on 04/17/2020, Mr. Mazarakos stated that there is no physical damage to covered property at the aforementioned risk location, or to the best of his knowledge, to any other property in the immediate area. As per the terms and conditions of the Business Interruption Form, coverage is only triggered when there is direct physical loss or damage to the property at the premises which are described in the Declarations and for which business income limit of insurance is shown in the Declarations. For coverage to be triggered under the Civil Authority coverage, there must have been an action of civil authority prohibiting access to your premises because of property damage.

We refer you to the policy language contained in the Business Income & Extra Expense Form, CP 00 30 (10/12) which states in part:

A. Coverage

1. Business Income

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

5. Additional Coverages

a. Civil Authority

**Bradley Hotel Corp DBA Quality Inn &
Suites Bradley**

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of

Business Income you sustain caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and**
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.**

We also refer you to the Policy Language contained in the CP 1030 (10/12) which states in Part:

A. Covered Causes of Loss

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

B. Exclusions

- 1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.**

a. Ordinance or Law

The enforcement of or compliance with any ordinance or law:

(1) Regulating the construction, use or repair of any property; or

This exclusion, Ordinance or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or**

- 2. We will not pay for loss or damage caused by or resulting from any of the following:**

- b. Delay, loss of use or loss or market.**

As this language clearly states, the policy will not pay for Loss of Income not due to the necessary suspension of your operations caused by direct physical loss of or damage to property, which was caused by or resulted from a covered cause of loss. The Civil Authority provision does not provide coverage for Loss of Income not caused by an action of civil authority prohibiting access to your property because of property damage caused by a covered cause loss. As there has been no property damage, coverage is not triggered. Even if there had been property damage, the loss would not be covered because of the ordinance or law; delay, loss of use, or loss of market; and acts or decisions exclusions.

For the reasons enumerated herein, and given the foregoing policy language, Aspen Specialty Insurance Company is unable to reimburse for the referenced claim. Aspen Specialty Insurance Company will continue to insist upon strict compliance with all of the requirements, terms and conditions contained within the policy of insurance or required by applicable law.

Aspen Specialty Insurance Company hereby reserves all of its rights at law or otherwise and does not in any way waive any of the terms and conditions of this policy whether their applicability to be known or unknown to Aspen Specialty Insurance Company at this time.

**Bradley Hotel Corp DBA Quality Inn &
Suites Bradley**

Aspen Specialty Insurance Company reserves its right to supplement this statement or its position with additional grounds for declining coverage under the referenced policy should any such grounds appear hereafter.

We also refer you to the COMMERCIAL PROPERTY CONDITIONS FORM (CP 00 90 07 88). Which state in part:

D. LEGAL ACTION AGAINST US

No one may bring legal action against under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

Rule 9.19 of the Rules and Regulations of the Illinois Department of Insurance, requires that we advise you that if you wish to take this matter up with the Illinois Dept. of Insurance, it maintains a Consumer Division in Chicago at 122 S. Michigan Avenue, 19th fl., Chicago, Illinois 60603 and in Springfield at 320 West Washington Street, Springfield, Illinois 62767

Notwithstanding our advice above as to an appeal to the Illinois Department of Insurance, under no circumstance does Aspen Specialty Insurance Company waive any of the terms, provisions or conditions under this policy including but not limited to the time for filing suit.

This correspondence is not intended to be nor should be construed as a waiver of any of the terms and conditions of the policy or Aspen Specialty Insurance Company's rights thereunder, or any rights or defenses under applicable law or in equity, all of which continue in full force and affect.

Very truly yours,



Derrick Bartlett, Executive General Adjuster

dbartlett@usadjustment.com

U.S. ADJUSTMENT CORPORATION

DB/vg

Our File #: 66157DB

**Bradley Hotel Corp DBA Quality Inn &
Suites Bradley**

04/28/20

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Pc: Aspen Specialty Insurance Company

Pc: RT Specialty

Pc: Carlson Mikuzis and Taylor – smikuzis@cmtins.com

Pc: WKF&C Agency, Inc. – dpinelli@wkfc.com